Doc. 157 Att. 4

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EXHIBIT D

TO DECLARATION OF MICHAEL N. EDELMAN IN SUPPORT OF ADVANCEME, INC.'S OPPOSITION TO DEFENDANTS' MOTION FOR LEAVE TO AMEND INVALIDITY CONTENTIONS

Document 114

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08/19/06 MON 14:16 FAX 214 849 2067

PAYMENTECH

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CHASE O' Paymentech

Facsimile

1601 Eim Street, 9th Floor Dallas, Texas 75201 www.chasepaymentech.com

March 3, 2006

To:

David Golden

Fax:

646-349-3272

From:

Raul Hankins

Phone:

214-849-2072

Fax: (214) 849-2067

Number of pages including cover / >

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6/18/00

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Schedula R - 1

Promissory Note for Postage Advances

Principal Amount of Advance is: Advance is Payable to: Advance will be made out First repayment will be made on Daily Repayment amount is Last repayment will be made cot 5170,210.30 Postmatter, Atlanta, GA

In consideration of Lind & Co. making edvances for the account of MEMBER to Presenter, Adams, GA., MEMBER agrees to pay on decided the Principal Amount of Advance plus accruse interest at 10% to Line & Co., or order. Norwightending that such amounts are otherwise payable on decided, MEMBER agrees that (i) the Principal Amount of Advance, plus accrused interest at 10% like prior paymants shall be paid in full on or before Sept. 10, 1990 and (ii) the Daily Repayments shall be deducted from daily NET PROCESIOS.

Upon a default in payment of any obligation of MIMBER, under this Schndule, Little & Co., may, upon 48 hours notice, at its option, declare all collections of MEMBER to Little & Co. immediately due and payable and neurosise all rights and remodies available maker applicable low. The rights and remodies of Little & Co. under this Schedule are compliance of in addition to, and not in limitation of, any rights or remodies otherwise available to Secured Ferty including without limitation such other rights and remodies as may be available under the OPERATING GUIDE or MASTER MEMBERSHIP AGREEMENT. MEMBER shall pay reasonable costs of collection incurred by Secured Ferty, including reasonable fees of attentay.

No delay or omission on the part of Samued Party in exacting any right hereunder shall operate at a waiver of such right or of any cular right. MEMBER waives prescripted, demand, protest and notices of every hind and asseme to any one or more extensions of time or other indulgences, to any substitutions, exchanges or releases of colletoral (if any), and to the addition or release of any person primarily or secondarily liable.

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Security Agreement

To secure the prompt and full payment of any and all obligations, whether due or to become due, now existing or hereafter aviding, of MHMMER to Litle & Co., Inc. ("Secured Party"), including which inhaloss these chilgalicus mining under Enhedute E - I of the OPERATING GUIDE for Postage Advances, MIMMER, grants Secured Party a combusing security interest in all accounts, inventors, equipolesal, anatomer litts, furniture, fatures, CARD SALES and all other taughts and intensive, replacitudes, antenner litts, furniture, fatures, CARD SALES and all other taughts and intensive, repetited and intensive intensive and all additions, substitutions, proceeds and products thereto and thereof. All each, deposits, instruments, same due MEMMER from Secured Party, or other property of MEMMER. In proceeding the fact of Secured Party (whether for anticeoping or otherwise) shall continue account for the obligations and may be applied or set of by Secured Party against the obligations are then due or other collected is aveilable to Secured Party.

MEMBER appear that a cropy of this escening approximent may be filed as a financing statement and MEMBER.

Syncto to take such administration and definer cost additional described in the content of the protocol preserve and necessition that the covered Party.

Upon a default in payment of any of the obligations around hereby or performance of any obligation of MEMBER, under this Scincible, Secured Party may, upon 48 hours notice, at its option, declare all obligations immediately due and physible and exercise all rights and remission to a recured party under applicable law. All rights and remissions of Secured Party under this Schedule are cumulative of, in addition to, and not in limitation of, any rights or remedies otherwise available to Secured Rary including which of the other rights and remissions are nearly to available to the other rights and remission are not be available to the OPERATING CUIDS or MARTER MEMBERSHIP ALPRESHIP. MEMBER shall pay remainable costs of collection lactured by Secured Purty, including reasonable for of stierney.

No dolay or emission on the part of Scented Party in exercising any right hereunder thall operate as a waiter of each right or of any other rights. MEMBIR waites precomment, demand, protest and notices of every hind and assents to one or more executions of time or other indulgences, to any substitutions, exchanges or releases of collateral (if any), and to the addition or release of any other person, granually or secondarily liable.

| HOROTEL INC. MEMBER ACCEN AS GOTT VF PARACTAL By (Type or Print Name & Tale) Signature 70 South Main St. | By John E. Shiper Solute E. Shiper Stenature \$4.50 les Rood |
|--|---|
| South Norwalk, CT 16853 | Salem NH 03070 |
| Methog Address | Mailing Address |
| June 15, 1990 | 6/25/90 |
| Date | Date |

200402 -- Exposures, Inc. OPERATING GUIDE

M-00-11M June 15, 1990 - Page 12 of 12

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06/19/96 MON 14:19 PAX 214 849 2087

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Schedule F - 4

Security Agreement

To scente the prompt and full payment of any and all obligations, whether due or to become due, now existing or hereafter arising, of MEMBER to Lide & Co., Inc. (Secured Party'), including without limitation those obligations arising under Schedule E - 4 of the OPERATING GUIDE for Postage Advances, MEMBER grants Secured Party a continuing security interest in all accounts, inventory, equipment, customer lists, furniture, finance, CARD SALES and all other rangible and intengible property of MEMBER, wherever located, now owned or hereafter acquired or arising and any and all additions, substitutions, proceeds and products thereto and thereof. All cash, deposits, instruments, smus due MEMBER from Secured Party, or other property of MEMBER in possession of Secured Party (whether for cafakeeping or other) shall constitute security for obligations and may be applied or set off by Secured Party against the obligations at any time and whether or any any of the obligations are then due or other collaboral is available to Secured Party.

MEMBER agrees that a copy of this security agreement may be filed as a financing statement and Mil.Mil.M. agrees to take such additional acts and deliver such additional documents as Secured Party may reasonable request in order to protect, preserve and perfect the rights of Secured Party.

Upon a default in payment of any of the obligations secured hareby or performance of any obligation of MEMBER under this Schedule, Secured Party may, upon 48 hours notice, at its option, declare all obligations immediately due and payable and exercise all rights and remedies available to a secured party under applicable law. All rights and remedies of Secured Party under this Schedule are cumulative of, in addition to, and not in limitation of, any rights or remedies otherwise available to Secured Party including without limitation such other fights and remedies as may be available under the OPERATING GUIDE or MASTER MEMBERSHIP AGRIFIMENT. MEMBER shall pay reasonable costs of collection incurred by Secured Party, including reasonable fees of attorney.

No delay or emission on the part of Secund Party in exercising any right hereander shall operate as a waiver of such right or of any other rights. MINMER waives presentment, demand, protest and notices of every kind and assents to one or more execusions of time or other indulgences, to any substitutions, exchanges or releases of collateral (if any), and to the addition or release of any other person, primarily or secondarily liable.

| Exposures, Inc. | | *************************************** | |
|---|---|---|-----|
| MEMBER | | | |
|), Randall Bourse By (Type or Print Na | ************************************** | | *** |
| By (Type or Print Na | me & Tille) | | |
| . 01 | 1 der | ~ | |
| Signature | 0 | • | |
| 70 South Main St. | *************************************** | | |
| South Norwalk CT 6 | 6854 | | |
| Mailing Address | • | ٠. | |
| June 19, 1991 Date | ~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~ | | |

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Schedule E - 4

Demand Promissory Note for Postage Advances

Principal Amount of Advance is: Advance is Payable to: Advance will be made on:
First repayment will be made on
with Repayment and Management Pee is:
...s. repayment will be made on: \$168,000,00 Postmester, Atlanta, GA 06/26/91 07/08/91 \$4412.50 08/30/91

in consideration of Litic & Co. making advances for the account of MEMBER to Postmaster, Atlanta, GA. MEMBER agrees to pay on demand the Principal Amount of Advance plus actuared interest at 16% and \$5720.00 Management Fee to Little & Co., or order. MEMBER forther agrees that all CHARGE CARD transactions from all divisions and subsidiaries will be processed by Little & Co. while any amount, owed under this note is still constanting. Notwitistanding that such amounts are otherwise payable on demand, MINRER agrees that (I) the Principal Amount of Advance, plus accused interest at 10% and non-interest bearing Management Fee, less prior payments shall be paid in full on or before September 2, 1991 and (ii) the Daily Repayments shall be deducted from daily NET PROCEEDS.

Until such time as domind is made MEMBER shall make payments in accordance with the schedule above. The rights and remedies of Life & Co. under this Schedule are cumulative of, in addition to, and not in limitation of, any rights or remedies otherwise available to Secured Party including without limitation such of his rights and remedies as may be available under the OPERATING QUIDE or MASTER MEMBERSHIP AGREEMENT. MEMBER shall pay reasonable costs of collection incurred by Secured Party. Including reasonable fees of autority.

No delay or emission on the part of Secured Party in exercising any right hereunder shall operate as a written of such right or of any other right. MEMBER waives presentment, demand, protest and notices of every kind and assents to any our or more extensions of time or other inchigeness, to any substitutions, exchanges or releases of collateral (if any), and to the addition or release of any person primarily or secondarily hable.

| Exposures Inc. MEMBER | agabusk jugagagagagagagagagagagagagagagagagagaga |
|--|--|
| J. Randall Boorne | |
| (Type or Print Nam | e & Title) |
| Simothy Control | 1 govern |
| SIGNAL OF THE STATE OF THE STAT | 6/19/91 |
| Date | 77 |

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06/19/06 HON 14:20 FAX 214_849 2067. PAYMENTECH HOWARD JUN 21 '98 15:58 CONSUMER VENTURE 288-629-2819

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BUBORDERATION AGREENENT

THIS SUBORDINATION ADRESSENT, Cated as of June 12; 1990 by and emorg Exposures inc., a Delewer corporation ("Exposures"), the Commercial Take and Treet company, E.A., a national banking essociation (the "Mank"), consumer venture Partners I, L.P., a Delaware limited partnership ("Consumer Venture Partnership") and First Boston investment identical partnership and First Boston Fartnership and Logarber with Consumer Venture Partnership, the "Guaranters").

WHEREAG, on August 30, 1989, Exposures and the Bank entered into a Line of Cradit/Grid Agreement (the "Line of Cradit") and a Becurity Agreement (the "CST Security Agreement");

WHEREAS, pursuant to the CBT Security Agreement, Expositions has granted to the Bank & continuing security interest (the "CBT Security Interest") in certain of its properties, including all of Exposures' accounts receivable and customer lists (Exposures' accounts receivable and customer lists, together with the proceeds thereof, but no other collateral subject to the CBT Security Interest or the Gustantors' Security Interest (Sefined Security Interest called the "Priority Collateral");

WHEREAS, On August 30, 1989, Exposures, Consumer Venture Partners, L.P., a Delaware limited partnership ("CVP Partnership"), Consumer Venture Partlel Pund, L.P., a Delaware limited partnership ("CVPP Partnership") and First Boston Partnership entered into a Security Agreement (the "Querantors" Security Agreement") with respect to the guarantee of the Line of Gradit by the Partnership, Cupy Partnership and First Boston Partnership;

cortain of the essets (the "Guerantors" Security Interest; Exposures has Granted to the Edetantors, Security Agreement; Exposures to the Edetantors, Security Interest in Exposures partnership and Exposures present in Security Security Agreement; ;

WHEREAS. Consumer Venture Partnership has succeeded to all of the rights and obligations of GUP Partnership and CVPP Partnership under the Gustantors' Security Agreement:

WHEREAS, Little & Co., Inc., a Delaware corporation ("Little"), has agreed to here certain advances in the aggregate amount not to exceed \$175,000 for the eccount of Exposures to Postmester, Atlanta, Georgia and in connection therewith

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Exposures has executed a security agreement dated as of the date hereof (the "Litie Security Agreement"):

WHEREAS, the Bank has deemed the aforesaid advances for the account of Exposures to be in its interest as a creditor of Exposures and has entered into an exendment to the CET Security Agraement in order to consent to the security interest granted pursuant to the Little Security Agreement

MERRES, the Guaranters have formed the efforesaid sivences for the account of Exposures to be in their respective interests as quaranters of the line of fradit and have consented in writing to said advances; and

WHEREAS, in connection with the Litle Security Agreement.

Exposures has screed to obtain subordination of the CAT Sacurity Interest and the Guarantors' Security Interest to Litle's measurity interest with respect to the Priority Collected, but no other collected subject to the CAT Security Interest or the CAT Security Interest or the CAT Interest'), and the Sank has agreed to subordinate the CAT Security Interest one the GAT Security Interest one the GAT Security Interest one the GAT Security Interest on Subordinate the Gatantors have agreed to subordinate the Gatantors have agreed to subordinate.

MOW. THEREFORE, in consideration of the premises and the nutual promises becall contained, it is hereby agreed:

- The Little Sacurity Interest shall take precadence over and have priority with respect to the CBT Security Interest and the Guaranters' Security Interest in the Priority Colleberal.
- The Eark heraby subordinates the CBT Security Interest. and the Guaranters bereby subordinate the Guaranters security Interest, in the Priority Collected to and in Security Interest, in the Priority Collected any proceeds of the Priority Collected shall be applied against amounts owing under the little Security Agreement, and Exposures to Little to the extent of the Smount of Exposures them-outstanding obligations to Little secured by the Priority Collected, prior to any application thereof spainer amounts owing to the Mank or to the Guaranters.
- Neither the Bank nor the Guarantors shall institute env action or take any steps or use any means to reside upon the Priority Colistant as long as any claim made in respect to the little Security Interest remains unratisfied and so long as Little is diligently pursuing the escipiention of the claims by, among other

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06/19/06 MON 14:21 FAI 214 849 2067 PAYMENTECH JUN 21:28 16:00 CONSUMER VENTURE 228-629-2018 P.4 20004

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things, realising or attempting to realise upon the Priority Colleteral.

- d. Upon distribution of any assets of Exposures, whether by reason of sale, rereganization, liquidation, dissolution, arrangement, bankruptoy, receivership, exsignment for the benefit of creditors, foreclasure or otherwise, little shall be entitled to receive the proceeds from the sale, collection or other disposition of the Priority Colleters until all amounts owing with respect to the Little Security Agreement have been paid in Juli.
- E. Waither the Bank nor the Guarantors shall sell.

 Hesign, transfer, pledge or hypotherate at any time
 while this Eubordination Agreement semains in sifect
 any right, claim or interest of any kind in or to any
 of the Priority Collaboral without making such sale,
 sustyment, transfer, pledge or hypothecation expressly
 subject to the terms of this Subordination Agreement.
- 6. The Bank, the Guaranters and Emphasures will execute outh further instruments and do such further acts as any party may reasonably request to effectively carry cart the terms and purposes of this subordination landscar
- 7. Nothing in this Agreement shell be deemed to affect the validity or priority of the CBT Security Interest or the Guaranters' Security Interest, except to the extent that the security Interest, except to the Bank and the Guaranters in the Priority Colleges of the Bank and the Guaranters in the Priority Colleges are subordinated to the Litie Security Interest hereunder. The Guaranters acknowledge that the CAT Security Interest with take presedence over and have priority with appeal to the Guaranters' Security Interest. No third party shell have any rights under this Agreement. Any failure of Litle to duly perfect the security interest under the Litle Security Agreement shall render this Subordination Agreement null and void.
- B. This Subordination Agreement may be amended only by a writing signed by the parties and if its interest is affected, by Litle. For so long as this Subordination Agreement is in effect, Exposures shall not increase the amount of the advences from Litle Deyond 5175,000 without the prior consent of the Bank and the Guerantors.

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9. Any notice or demand required or made hereunder shall be by hand, by a nationally recognized evernight courier service or by express or certified mail. return receipt requested, to the following addresses:

If to Exposures:

Exposures, Inc. 70 South Main Street South Morwalk, Connecticut 06894 Attention: Wr. J. Randall Bourns

If to the Bank:

The Connecticut Bank and Trust Company, M.A. Norwalk Commercial CTLF 015N Four Stamford Forum Stamford, C7 05901 Attention: Mr. John Stanley Vice President

If to the Guarantors:

Consumer Venture Parthers I, L.P. Three Pickwick Plusa Greshwich. Connecticut 05830 Attention: Mr. Pearson C. Cummin, III

eng

Print Hoston Investment Partnership No. 6
The Pirst Hoston Corporation
Formar Forty Wint Full Avenue Flata
12 East 10th Street 55 2015 2015
New York, New York 20019-10055
New York, New York 20019-10055
Attention: Nr. John P. Kenny, Jr.
Vice President

10. This Subordination Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Subordination Agreement shall be binding upon, and invert to the benefit of the parties hereto and little, as third party beneficiary, and their respective successors and essigns.

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11. This subordination Agreement shall be governed by, and construed and interpreted according to, the laws of the State of Connecticut.

IN WITNESS WHEREOF, the parties hereto have caused this subordination Agreement to be executed as of the date first above written.

EXPOSURES INC.

AY: Its President

CONSUMER VENTURE PARTNERS I, L.P.

BY: CONSUMER VENTURE ASSOCIATES, L.P.

General Partner

FIRST BOSTON INVESTMENT. PARTNERSHIP NO. 6

BY: FEGB. INC.

By:

THE CONDUCTION BANK AND

ITE MOK PRESIDEN

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 This Subordination Agreement shall be governed by, and construed and interpreted according to, the laws of the State of Connecticut.

IN WITNESS WHEREOF, the purties hereto have caused this Subprdinktion Agreement to be executed as of the Cate Sirst above written.

EXPOSURES INC.

By t

M012.

CONSUMER VENTURE PARTNERS I. LAP.

BY: CONSUMP VENTURE

By: General Fartner

PIRST HOSTON INVESTMENT PARTNERSHIP NO. 6

BY! PBGB, INC.

Byt

THE COMPECTICUT BANK AND TRUST COMPANY, N.A.

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06/19/06 MON 14:23 FAX 214 849 2067.... 06/21/00 15:55 22:23 977 7301 PAYMENTECH DAY BERRY HOWARD 数018 数008 **数**008

 This subordination Agreement shall be governed by, and construed and interpreted according to, the laws of the state of Connecticut.

IN WITNESS WHEREOF, the parties horato have caused this Subordination Agreement to be executed as of the date first above Written.

| CONSUMER VENTURE PARTMERS I. L.P. By: CONSUMER VENTURE ASSOCIATES, L.P. |
|--|
| PARTMERS I, L.F. Rot Communica Venture |
| By: CONSUMER VENTURE ASSOCIATES, L.F. |
| |
| By: General Pertner |
| FIRST BOSTON INVESTMENT PARTHERSHIP NO. 6 |
| BY: FRES. ANG. |
| Ita/Fresident |
| THE COMPANY, N.A. |
| TEE |